

PUBLIC BUILDINGS SERVICE

TITLE PAGE—SPECIFICATION (CONSTRUCTION CONTRACT)

5. PROJECT TITLE AND LOCATION

CORRECTIONS TO AIRCONDITIONING SYSTEMS
C.I.A. HEADQUARTERS BUILDING
MCLEAN, VIRGINIA

CONSTRUCTION EXTENSION & REMODELING REPAIR & IMPROVEMENT

7. ISSUING OFFICE (Address, room, and telephone No.)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE, REGION 3
DESIGN AND CONSTRUCTION DIVISION
7TH AND D STREETS, S.W., ROOM 2652
WASHINGTON, D. C. 20407
TELEPHONE (AREA CODE 202) 963-7195

8. EXPLANATION TO BIDDERS:

Requests for clarification or interpretations of bid documents (except amendments) must be submitted in "Sufficient Time" (which, for the purposes of this Invitation, shall mean not less than 10 calendar days prior to date for receipt of bids) and in accordance with requirements of Standard Form 22, Instructions to Bidders, and modifications thereto. Questions regarding amendments may be submitted at any time prior to the date for receipt of bids.

1. APPROP. NO.
2. PROJECT NO.* 45089
3. CONTRACT NO. GS-03B-15449
4. DATE OF INVITATION

April 15, 1968

6. BIDS TO BE OPENED

P.M.	TIME		D. DATE
	STANDARD	DAYLIGHT	
2:00		Eastern	May 7, 1968

BID DOCUMENTS

The Specification and Drawings shall be returned without marks, notes, or mutilations, within 20 days after the Bid Opening date.

9. REQUESTS FOR CLARIFICATION OR INTERPRETATION OF BID DOCUMENTS PRIOR TO DATE OF BID OPENING SHOULD BE ADDRESSED TO:

Chief of Design and
Construction Division
General Services Administration
Public Buildings Service, Region 3
7th and D Streets, S.W., Room 2652
Washington, D. C. 20407

Attention: Chief of Design Branch

SPECIFICATIONS FOR CORRECTIONS TO AIRCONDITIONING SYSTEMS AT HEADQUARTERS BUILDING, MCLEAN, VIRGINIA.

SPECIAL NOTICES

WAR ON POVERTY: In support of the Nation's war on poverty, your firm may be interested in the availability of qualified employees through the Job Corps Placement Program and the Neighborhood Youth Corps. By actively participating in these programs, it will be helping the war on poverty. If you are interested and desire details, please write to the Placement Division, Job Corps, Office of Economic Opportunity, Washington, D. C. 20506, or to "JOBS", Neighborhood Youth Corps, U.S. Department of Labor, Washington, D. C. 20036. THIS IS NOT A CONTRACT REQUIREMENT.

Note.—These specification sheets, when sent unsealed, are classified as printed matter and, when mailed (either with or without blueprints) in packages weighing less than 16 ounces, are chargeable with postage at third-class rate. Parcels weighing 16 ounces or more are subject to the postal zone rates.

*Invitation No. is the same as the Project No.
**Include ZIP Code.

SECTION 2

SPECIAL CONDITIONS

2-01 SPECIALIST

a. The term "specialist" as used in the specification shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

b. The term Specialty Subcontractor wherever used in the specifications shall be interpreted to mean SPECIALIST as defined above.

2-02 PROPOSALS FOR CONTRACT CHANGES

a. Upon written request issued by the Contracting Officer or any person authorized to act for him in the matter, the Contractor shall submit a formal proposal for work involving contemplated changes covered by the request within the time limit indicated therein or any extension of such time limit as may be subsequently granted. Generally, this time limit will be 30 calendar days unless otherwise indicated. All proposals shall be submitted in lump sum amounts with a breakdown as set forth in Clause, CONTRACT CHANGES, of the General Conditions, GSA Form 1139.

2-03 CONSTRUCTION SCHEDULE AND PROGRESS CHARTS

a. Within 15 days after receipt of notice to proceed, the Contractor shall prepare and submit to the Contracting Officer for approval, six copies of a practicable progress schedule. The schedule shall show the order in which the Contractor proposes to carry on the work, the date on which he will start the several major activities (including procurement of materials, plants, and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate graphically the percentage of work scheduled for completion (in place construction) at any time. As the work progresses, the Contractor shall enter on the chart the actual in-place construction progress at the end of each progress payment period or at such intervals as directed by the Contracting Officer. The Contractor shall also revise the schedule to reflect any adjustments in contract time approved by the Contracting Officer. Three copies of the updated schedule shall be delivered at such intervals as directed by the Contracting Officer.

b. If in the opinion of the Contracting Officer actual in-place construction accomplished falls behind that scheduled, the Contractor shall

take such action as necessary to improve his progress. In addition, the Contracting Officer may require the Contractor to submit a revised schedule demonstrating his program and proposed plan to make up lag in scheduled progress and to insure completion of work within the contract time. If the Contracting Officer finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If a satisfactory plan is not agreed upon, the Contracting Officer may require the Contractor to increase the work force, the construction plant and equipment or the number of work shifts without additional cost to the Government.

c. Failure of the Contractor to comply with these requirements shall be considered grounds for determination by the Contracting Officer that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified.

2-04 GENERAL

a. Requirements of the contract include furnishing all labor and materials and performing all work for corrections to the air conditioning systems in the C.I.A. Headquarters Building at McLean, Virginia, including all changes and repairs incident thereto, as specified and as shown on Drawings Nos. 27-265 and 27-266, and the listed Standard Details and noted modification thereto.

b. Drawings Nos. 27-211 through 27-225 and 27-227 are furnished for information only and will not be part of the contract documents. Accuracy is not guaranteed.

2-05 SALVAGE

a. The Government does not assume responsibility for any loss of damage to materials or structures on the site, salvage value of which the Contractor may have reflected in his bid.

2-06 WORK NOT INCLUDED

a. Items scheduled on the drawings as "Not In Contract" are not included in this contract.

2-07 BID GUARANTEE AND BONDS

a. Bid guarantee will be required as provided in the Invitation for Bids, Standard Form 20. Performance bond will be required in an amount equal to 100 percent of the Bid. Payment bond will be required in the amount as follows:

Contracts over \$2,000 and not over \$1,000,000; 50 percent of contract.

2-08 TIME FOR COMPLETION

The time for completion of the contract hereunder shall be two hundred ten (210) calendar days from the date of receipt of Notice to Proceed, which will be issued upon approval of bonds and the completion of security processing and clearance of the Contractor's employees.

NOTICE TO BIDDERS AND CONTRACTOR:

Security processing and clearance of Contractors' employees will require up to four (4) months time.

2-09 LIQUIDATED DAMAGES

a. Liquidated damages shall be Thirty Dollars (\$30.00) per calendar day.

2-10 BASE BID

One lump sum base bid is required. The base bid shall be based on the following additional requirements:

a. The work shall be performed outside the normal working hours of the building occupants whose normal working hours are 7:30 A.M. to 5:30 P.M., Monday through Friday.

b. Personnel will be supplied by the occupying agency for moving safes, furniture, etc., which will interfere with contract work.

c. Contractor's workmen will be under constant escort while in the building and there will be up to one-half hours delay in obtaining the escort.

2-11 USE OF EQUIPMENT BY THE GOVERNMENT

a. The Government may take over and operate such equipment as is necessary, with Government employees, for heating or cooling such areas of the building as require the services, as soon as the installation is sufficiently complete.

b. The Contracting Officer will advise the Contractor by letter, prior to the use of equipment, stating what items of equipment will be operated, and the date and time such operation will begin.

c. Government operation of equipment will not relieve the Contractor of the one-year warranty on materials and workmanship elsewhere provided for in this contract.

d. The warranty period, elsewhere provided for in this contract, for each piece of equipment shall begin at the time the Government takes it over for operation.

2-12 OCCUPANCY OF PREMISES

a. The premises will be occupied and the work shall be performed outside the normal working hours of the building occupants whose normal working hours are from 7:30 A.M. to 5:30 P.M., Mondays through Fridays.

b. Before work is started, the Contractor shall arrange with the Construction Engineer and the Building Manager, a sequence of procedure, means of access to premises, space for storage of materials and equipment, use of approaches, use of corridors, stairways, elevators and similar means of communication.

c. The sequence of procedure shall include the work which shall begin in definite operational sections or areas and which shall be completed before work in other operational sections or areas is begun. Operational sections or areas shall be defined by the Contractor in the Construction Schedule and Progress Charts.

d. Temporary use of existing elevators shall be by arrangement with the Building Manager and subject to his control. If arrangements are made for Government employees to operate elevator equipment, with approval of the Contracting Officer, such operation shall be at Government expense. Such use will be of an intermittent nature. The Contractor shall provide and maintain suitable and adequate protection coverings for elevator machinery, hatchway entrances and interior of cab during the period of use, provide a qualified operator and be responsible for any damage due to his fault or negligence. Loads in excess of rated capacity will not be permitted. The Government will bear the cost of electric current for operation. On termination of use, the Contractor shall remove protection coverings and resultant dirt and debris, leaving equipment in condition equal to that prior to starting work.

2-13 PROTECTION

a. The Contractor shall provide adequate protection for all parts of the building, its contents and occupants wherever work under this contract is performed. Furniture, office fixtures and carpets shall be moved as necessary for proper performance of the work, stored on the premises, protected and properly replaced.

2-14 NEW WORK

a. Unless otherwise noted on drawings or specified, new work in extension of existing conditions shall correspond in all respects with that to which it connects, or to similar existing conditions, in materials, workmanship and finish.

2-15 EXISTING WORK

a. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for performance of work under the contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings,

without authorization of the Contracting Officer. Work remaining in place which is damaged or defaced during this contract shall be restored to the condition at time of award of contract.

2-16 EQUIPMENT ON THE SITE

a. Equipment (other than mechanical equipment) including but not limited to furniture, metal shelving, office fittings, desk and bracket fans, lobby desks, bulletin boards, directory boards, wire mesh partitions, movable office partitions, directional signs, vault doors and vault equipment, shall remain the property of the Government.

b. Such equipment that is to remain in place within the area of contract operations shall be covered and protected against damage or loss. Equipment that is removed in performance of work under the contract shall be stored on the premises where directed, or shall be reused in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work under the contract. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

2-17 MATERIALS ON THE SITE

a. Items of mechanical and electrical equipment that are removed and not reused under the contract, shall become the property of the Contractor and the salvage value shall be reflected in the bids. Materials removed and not reserved as property of the Government and not reused in the work, shall be removed from the site by the Contractor. Storage or sale of excess salvable material on the site will not be permitted.

2-18 WATER, UTILITIES

a. Premises are supplied with water and electrical services which may be used in this work, at no cost to the Contractor, subject to regulations of the Government Agency in control. Contractor shall make his own arrangements for such service.

2-19 TOILET FACILITIES

a. Contractor's personnel will be permitted to use a toilet room on the premises subject to regulation and control of the Construction Engineer.

2-20 TRUCKING

a. All trucks leaving the site with loose debris shall be loaded in a manner that will prevent dropping of materials on streets and, when necessary, shall have suitable tarpaulins fastened over the load before they enter surrounding paved streets. Trucks bringing materials over paved streets to the site shall be similarly loaded and covered.

b. The Contractor shall conform to all local regulations regarding load limits.

2-21 PRIORITY RATING

a. This project is not eligible for priority rating under the Defense Production Act of 1950, as amended.

2-22 ACKNOWLEDGEMENT OF AMENDMENTS

All amendments must be acknowledged on the bid form, giving number and date of each. Failure to do so may be grounds for rejection of the bid.

2-23 SHOP DRAWINGS AND SAMPLES

a. Shop drawings and schedules, including performance or compliance certificates, required by the section GENERAL CONDITIONS AND SPECIFICATIONS, accompanied by letter of transmittal in triplicate, shall be submitted as in quintuplicate.

b. The Contractor shall include in the "Construction Schedule and Progress Charts" required by the specifications:

1. The items of shop drawings and schedules, certificates, and samples required by the specifications.

2. Contemplated submission dates for these items.

c. Review period of fourteen (14) calendar days starting from the date of submission will be required for checking and appropriate action by the Contracting Officer and the return of these items to the Contractor.

d. Resubmission of rejected items shall be made within 10 calendar days from the date of the rejection letter.

e. Unless otherwise specified, shop drawings, schedules, certificates, and samples shall be submitted not later than thirty (30) calendar days after the receipt of Notice to Proceed. Shop drawings shall have the Contractor's stamp of approval on each drawing signed and dated.

2-24 INSPECTION OF SITE OR BUILDING

Bidder may obtain permission to inspect site or building by making application to Building Manager, Telephone 351-1100, Room 1E - 1Z on the premises. (See paragraph Security Requirements.)

2-25 SECURITY REQUIREMENTS

a. Bidders shall consult the Building Manager for permission to inspect the site and for the security regulations in effect.

b. Bidders will be required to comply with security regulations imposed by the occupying agency including any necessary security clearances.

c. After award, the Contractor and his employees will be required to comply with security regulations imposed by the occupying agency including any necessary security clearances.

d. Qualification of Employees - The Contractor shall employ in the performance of this contract only those individuals deemed suitable for employment by the Government. In order to assist the Government in making a determination as to the suitability, the Contractor will cause each of the individuals nominated for employment under contract to fill out such forms as may be requested by the Government. The individuals recommended may be requested to further assist the Government in determining suitability. Refusal by the individual to cooperate with the Government in determining such suitability will be grounds for rejection. Determination of suitability for employment will require from 45 to 90 days after submission of such completed forms as may be requested by the Government.

e. The Contractor agrees to remove or exclude from work under this contract any employee who is subsequently determined by the Government to be unsuitable or who fails to comply with Government regulations relative to the identification of the employees and controls over their movements. Employees of the Contractor will be restricted to the specific area of the building in which work is being performed under the terms of the contract.

2-26 COMPLETION

Immediately upon completion of all work hereinafter specified, the Contractor shall by letter notify the Chief, Design and Construction Division, Public Buildings Service, 7th and D Streets, S.W., Washington, D.C. 20407, stating the date of completion.

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NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

- (a) Restriction. Bids or proposals under this procurement are solicited from small business concerns only and this procurement is to be awarded only to one or more small business concerns. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from firms which are not small business concerns shall be considered nonresponsive.
- (b) Definition. In connection with invitations to bid on a contract for construction, alteration or repair (including painting and decorating) of a building or buildings, a "small business concern" is a concern, including its affiliates, which (a) is independently owned and operated, (b) is not dominant in the field of operation in which it is bidding on Government contracts, and (c) had average annual receipts for the preceding three fiscal years not exceeding \$7,500,000 (except that if the concern is located in Alaska, such receipts did not exceed \$9,375,000).

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STANDARD FORM 23-A
JUNE 1964 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.401

GENERAL PROVISIONS

(Construction Contract)

1. DEFINITIONS

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor or authorized representative.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

3. CHANGES

The Contracting Officer may, at any time, by written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract if within its general scope. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 of these General Provisions; but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

4. CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or

unless the Contracting Officer grants a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Clause 6 of these General Provisions.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Government resulting from his refusal or failure to complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be

the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: *Provided, however,* that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. PAYMENTS TO CONTRACTOR

(a) The Government will pay the contract price as herein-after provided.

(b) The Government will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. If requested by the Contracting Officer, the Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract.

(c) In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, therefor without retention of a percentage.

(d) All material and work covered by progress payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(e) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act; and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9 MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which, in the judgment of the Contracting Officer, is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the manufacture, quality, and performance of the equipment which the Contractor contemplates incorporating in the work. When so directed, samples shall

STANDARD FORM 23-A

JUNE 1964 EDITION

be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

(b) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

10. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in this contract, inspection and test by the Government of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Government after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Government not to conform to the contract requirements, unless in the public interest the Government consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Government (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Clause 5 of these General Provisions.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspection and test by the Government shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Government at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Government shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's rights under any warranty or guarantee.

11. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for him.

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12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Government. The Government assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the Government are expressly stated in the contract.

14. OTHER CONTRACTS

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit his own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

15. PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or construction work performed hereunder.

16. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. OFFICIALS NOT TO BENEFIT

No member of Congress or resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

19. BUY AMERICAN

(a) **Agreement.** In accordance with the Buy American Act (41 U.S.C. 10a-10d) and Executive Order 10582, December 17, 1954 (3 CFR Supp.), the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for nondomestic material listed in the contract.

(b) **Domestic construction material.** "Construction material" means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material.

(c) **Domestic component.** A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.

20. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

21. EQUAL OPPORTUNITY CLAUSE

(The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000, (ii) not exceeding \$100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved.)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. *The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Unless otherwise provided, the Equal Opportunity Clause is not required to be inserted in subcontracts below the second tier except for subcontracts involving the performance of 'construction work' at the 'site of construction' (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the Equal Opportunity Clause.*

22. UTILIZATION OF SMALL BUSINESS CONCERNs

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.